



THE LONDON DOUGLAS
MOTOR CYCLE CLUB
LIMITED

MEMORANDUM AND ARTICLES
OF ASSOCIATION

JAN 1997

The Companies Acts 1985 to 1989

Company Limited by Guarantee

And Not Having a Share Capital

MEMORANDUM OF ASSOCIATION

of

THE LONDON DOUGLAS MOTOR CYCLE CLUB LTD

1. The Company's name is The London Douglas Motor Cycle Club Ltd (hereinafter referred to as the "Club")

2. The Club's registered office is to be situated in England and Wales

3. The Club's objects are:-

(a) (i) To acquire take over and manage the operations of the Members Club known as The London Douglas Motor Cycle Club including all assets and liabilities of such Club and thereafter to further and encourage and organise the sport and pastime of motor cycling and motoring in all of its branches and all other things as are incidental or conducive to the attainment of that object.

(ii) To foster and cater for ownership of and interest in Douglas Motor Cycles throughout the world.

(iii) To obtain or manufacture engine and motorcycle parts and spares.

(iv) Promote or organise, or cause to be organised or assist, or co-operate in the organisation of rallies, sporting and other events, pastimes, recreations, amusements or entertainments in relation to motoring, motor cycling, road riding, racing, touring and to offer, give or contribute towards prizes, medals and awards therefor, to encourage social intercourse between the members of the Club and to promote balls, dinners, concerts and other entertainments with a view to supporting all or any of the foregoing.

(v) To safeguard the rights and privileges of its members and to take action, whenever the Club may deem necessary in cases where the rights of motorcyclists or objects of the Club are in any way affected or involved.

(vi) To insure the Club or any other property of the Club or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Club against public liability and any other risks which it may consider prudent or desirable to insure against.

- (vii) To arrange insurance for any members of the Club or any other persons participating in any activities of the Club or organised by the Club from time to time as it may consider prudent or desirable to insure against.
- (viii) To establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Club's objects and to require the Members of the Club to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Club may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined.
- (b) To carry on any other trade or business whatever which can in the opinion of the Management Committee be advantageously carried on in connection with or ancillary to any of the businesses of the Club.
- (c) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights, and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Club.
- (d) To invest and deal with the moneys of the Club not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (e) To lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company.
- (f) To borrow and raise money in any manner and to secure the repayment of any money borrowed raised, or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Club's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Club of any obligation or liability it may undertake or which may become binding on it.
- (g) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (h) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Club's objects of any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Club may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges, and concessions.
- (i) To edit and publish magazines, periodicals, time tables, road books, or other such literature and maps and charts relating to or of the type helpful to members of the Club or other persons interested in the objects of the Club.

- (j) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Club, or to contract with any person, firm or company to pay the same.
- (k) To establish, promote or assist in the establishing or promoting or to subscribe or become affiliated to or become a member of any other companies, associations, or clubs whose objects are similar or in part similar to the objects of the Club, or the establishment or promotion of which may be beneficial to the Club. Provided that no subscription be paid to any such other association or club out of the funds of the Club except bona fide in the furtherance of the objects of the Club.
- (l) To support and subscribe to any charitable or public body, and any institution, society or club which may be for the benefit of the Club or its members, or may be connected with motor cycles.
- (m) To distribute among the Members of the Club in kind any property of the Club of whatever nature.
- (n) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- (o) To do all such other things as may be deemed incidental or conducive to the attainment of the Club's objects or any of them.

AND so that:-

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Club.

(2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Club shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.

(3) The word "Company" in this Clause, except where used in reference to the Club, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

(4) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

- 4. The liability of the Members is limited.

5. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Club's assets if it should be wound up while he is a member or within one year after he ceases to be a Member, for payment of the Club's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association.

Signatures, Names and Addresses of Subscribers

MICHAEL HARRINGTON
28 Arlington Avenue
London
N1 7AX

ZOE DOLPHIN
63, Nickleby Close
Thamesmead
London
SE28 8LY

Dated the 1st day of July 1996

WITNESS to the above Signatures:-

JOANNE VINES
22 Gittens Close
Durham Hill
Bromley
BR1 5LA

The Companies Acts 1985 and 1989

Company Limited by Guarantee and Not Having a Share Capital

ARTICLES OF ASSOCIATION

of

THE LONDON DOUGLAS MOTOR CYCLE CLUB LTD

PRELIMINARY

1. (a) The Regulations contained in Table A of the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No.805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052) (such Table being hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) Clauses 2 to 35 (inclusive), 57, 59, 102 to 108 (inclusive), 110, 114, 116 and 117 in Table A shall not apply to the Company.

INTERPRETATION

2. (a) In these Articles:-

"Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force;

"ACU" means the Auto Cycle Union;

"Club" means the London Douglas Motor Cycle Club Limited;

"Club Officer" shall mean any Member of the Management Committee appointed to any one or more of the following posts as may from time to time in general meeting by ordinary resolution be resolved;

Club Chairman
Secretary
Club Treasurer
Club Spares Representative

"Club Official" means any member of the Club (other than Club Officers) or any other persons (not necessarily Club Members) who with the authorisation of the Management Committee or duly authorised Club Officer undertakes specific duties in connection with the Club's affairs.

"Management Committee" means those Members appointed to perform the Management of the Club. All references in the Act or Table A to "Directors" shall be taken as including such Members of the Management committee.

"President" and "Vice Presidents" means Members appointed to such positions pursuant to Clauses 29 and 32.

(b) Clause 1 in Table A shall be read and construed as if the definition of "the holder" were omitted therefrom.

3. The subscribers to the Memorandum of Association and such other persons as admitted into membership in accordance with these Articles of Association shall be Members of the Club. The Club shall accept as a Member every person who is or has become entitled to be admitted as a Member by submitting an application form in the form prescribed by the Management Committee together with a subscription fee.

4. The number of Members of the Club initially proposed to be registered is 900 but the number of Members may be increased or decreased from time to time. All persons who on incorporation have paid subscriptions to the unincorporated Members Club known as The London Douglas Motor Cycle Club for the year 1st November 1996 to 31st October 1997 shall on completing formalities in accordance with Article 5 hereof be admitted as Members.

5. The provisions of Section 352 of the Act shall be observed by the Club and every Member of the Club other than the subscribers to the Memorandum of Association shall either sign a written consent to be a Member or sign the Register of Members on becoming a Member.

6. The subscription fee payable shall be set at such a level determined by the Management Committee from time to time but shall not be increased by more than 25% over the subscription fee payable for the previous year without approval by the Club in general meeting. Members shall pay subscription fees for each year during which they are Club Members on 1st January each year payable one year in advance. Full subscription fees shall be payable for the year of becoming a Member irrespective of the date thereof provided always that where the Member joins on or after 1st July in any year only one half of such membership fee shall be payable.

7. A member may at any time withdraw from the Club by giving at least seven days notice to the Club. Membership shall not be transferable and shall cease on death or bankruptcy of a Member.

8. Membership of the Club should be open to any person interested in its objectives and comply with the criteria of a membership herein contained.

9. Persons wishing to join the Club shall be provided with a copy of the Memorandum and Articles of Association as soon as reasonably practicable, and shall receive copies of current Club Magazine and any other free publication authorised by the Management Committee.

10. Members are required to agree to hold themselves bound to and abide by the rules and byelaws of the Club from time to time and in any dispute to accept the decisions of the Management Committee as final and binding.

11. No Member shall be entitled to any of the privileges of membership of the Club including voting rights, unless current subscriptions have been paid. The Management Committee may, in its absolute discretion, terminate the membership of any Member whose subscription is three months or more overdue, but may reinstate such Member on payment of all arrears of subscriptions.

12. Any Member resigning by notice to the Company after a renewal subscription becomes due shall remain liable to pay subscription for that year.

13. If, in the opinion, of the Management Committee the conduct of a Member shall be considered injurious to the character or interest of the Club, the Member shall be invited to appear before the Committee to explain his conduct. If his explanation given either in person or in writing shall be deemed unsatisfactory, the Committee shall be empowered to request such person to resign, and if the person so requested shall not resign within fourteen days after such request, the Management Committee may expel such Member from the Club on the occurrence of which the Members membership of the Club shall be terminated with immediate effect. No resolution of the Management Committee expelling a Member should be effective unless it is supported by at least three-quarters of the Members of the Management Committee present at the meeting at which the resolution is moved.

14. A Member shall, in the first instance, hold himself as bound in all cases of discipline dispute or disagreement on the interpretation of these Articles of Association and any other rules and byelaws of the Club by the decisions of the Management Committee. Appeal against any such decision may be made in writing or to the Club Secretary by an aggrieved Member, subject to such Appeal being supported by at least ten Members. The Club Secretary shall within thirty days of receipt of the Appeal Notice convene an Appeal Committee consisting of at least two Vice Presidents (where such are appointed and available) and two Members of the Management Committee to consider the matter. The Appealing Member will be invited at a given time and place to attend the meeting. Notwithstanding the evidence of the Member, the decision of the Appeal Committee will be final.

15. Where a Member in the opinion of the Management Committee has rendered the Club specially meritorious service, he may, subject to the confirmation of the Club in general meeting be elected an Honorary Life Member. After such election such Member shall be entitled to all the privileges of membership of the Club during his life without any Subscription payments being required.

16. The Management Committee may, at their discretion, award annual Honorary Membership to individuals for services rendered to the Club, in which case the Honorary Member will have all the rights of a Member of the Club for that year, without any subscription payments being required.

(a) Nomination for Honorary Membership may be made by any Member at an Annual General Meeting of the Company provided:

(i) not less than thirty days before the date of an Annual General Meeting written notice shall be given to the Club of the intention to propose the person; and

(ii) the proposer appears in person at the Annual General Meeting to confirm such nomination

(failing which conditions the nomination shall lapse)

- (b) Not less than twenty one days before the date appointed for the Annual General Meeting notice should be given to all Members who are entitled to receive notice of the Meeting specifying the name of the nominee and his or her proposer.

17. Any complaint against Officers or Members of the Club shall be made in writing to the Club Secretary. The Management Committee shall have power to suspend any Member from the privileges of the Club pending an investigation and determination of the complaint.

GENERAL MEETINGS AND RESOLUTIONS

18. (a) An Annual General Meeting or a meeting appointing a Member as a Member of the Management Committee shall be called by at least 21 clear days notice, and an Extraordinary General Meeting for the passing of a Special Resolution or an Extraordinary Resolution shall also be called by at least 21 clear days notice. All other Extraordinary General Meetings shall be called by at least 14 clear days notice but a General Meeting may be called by shorter notice if it is so agreed:-

(i) in the case of an Annual General Meeting by all the Members entitled to attend and vote thereat; and

(ii) in the case of any other General Meeting, by a majority in number of Members having a right to attend and vote, being a majority together holding (subject to the provisions of any elective resolution of the Company for the time being in force) not less than ninety-five per cent of the total voting rights at the Meeting of all the Members.

(b) The notice shall specify the time and place of the Meeting and, in the case of an Annual General Meeting, shall specify the Meeting as such.

(c) Notice of an Annual General Meeting shall include copies of the agenda and accounts to be laid before the meeting.

(d) The notice shall be given to all the Members and (where appointed) to the Auditors of the Club.

(e) Clause 38 in Table A shall not apply to the Club.

(f) The accidental omission to give notice of any meeting or the non receipt of such notice by any person entitled to receive such papers shall not invalidate proceedings of the said meeting.

19. (a) If a quorum is not present within half an hour from the time appointed for the General Meeting, the General Meeting shall stand adjourned to the same day in the next week the same time and place or such other day and such other time and place as the Management Committee may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefore such adjourned General Meeting shall be dissolved.

(b) Clause 41 in Table A shall not apply to the Club.

(c) Clause 40 in Table A shall be amended so that 15 Members shall constitute a quorum.

20. (a) Any Member shall be entitled to propose a resolution to be put before the Members at an Annual General Meeting provided that:
- (i) not less than thirty days before the date appointed for holding an Annual General Meeting notice executed by a Member qualified to vote at the Meeting has been given to the Club Secretary of the intention to propose the resolution and setting out proposed terms of the Resolution; and
 - (ii) that the proposing Member or his appointed nominee (notified in writing 7 days prior to the meeting to the Club Secretary, such nominee to be a Member) appears at the Annual General Meeting to confirm such nomination failing which such nominations shall lapse.
- (b) No less than twenty one days before the date appointed for the holding of an Annual General Meeting notice should be given to all who are entitled to receive notice of the Meeting of the content of the resolution and the proposing Member.
21. (a) A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands a ballot is duly demanded. Subject to the provisions of the Act (which shall apply as if the word 'ballot' were substituted for 'poll'), a ballot may be demanded:-
- (i) by the chairman (which for the purposes of this Clause 21 shall be the chairman nominated in accordance with Clause 28); or
 - (ii) by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
- (b) Unless a ballot is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (c) The demand for a ballot may, before the ballot is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- (d) A ballot shall be taken as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the ballot. The result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded.
- (e) In the case of an equality of votes, whether a show of hands or on a ballot, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- (f) A ballot demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A ballot demanded on any other

question shall be taken forthwith or at such time and place as the chairman directs not being more than sixty days after the ballot is demanded. The demand for a ballot shall not prevent the continuance of a meeting for the transaction of any business other than the question of which the ballot was demanded. If a ballot is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

(g) No notice need be given of a ballot taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the ballot is to be taken.

(h) A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.

Clauses 46 to 53 inclusive in Table A shall not apply to the Club.

VOTES OF MEMBERS

22. (a) Every Member present at a General Meeting shall be entitled to one vote.

(b) A Member shall be entitled to appoint only one proxy and Clause 59 Table A shall be read accordingly.

REFERENDUM

23. (a) If following the approval or rejection of any resolution of the Club at general meeting the Management Committee considers the result would be harmful to the interests of the Club the Management Committee may within sixty days of the date of the general meeting at which the resolution was approved or rejected refer the matter to a referendum of the Members.

(b) If a referendum is duly demanded it shall be taken in such manner as the Management Committee directs and voting papers will be dispatched by the Secretary to all Members entitled to vote. The result of the referendum will be determined by a simple majority unless the business transacted was for an Extraordinary Resolution or Special Resolution in which case a majority exceeding 75 percent of the Members will be deemed to be the Resolution of the meeting in respect of which it was demanded. The counting of votes shall be conducted in such manner as the Management Committee directs and shall take effect if passed on the declaration of the result of the ballot.

APPOINTMENT OF COMMITTEE MEMBERS

24. (a) Clause 64 in Table A shall not apply to the Club.

(b) The maximum and minimum number respectively of the Management Committee Members may be determined from time to time

by Ordinary Resolution in General Meeting of the Company. Subject to and in default of such determination there shall be no maximum number of Management Committee Members and the minimum number shall be two.

(c) Subject always to Clause 27 the Management Committee Members shall all be required to retire at each Annual General Meeting of the Company and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

(d) Until the first Annual General Meeting all Members of the Management Committee of the Members Club known as The London Douglas Motor Cycle Club shall be duly elected Members of the Management Committee. No person who is not a Member of the Company shall in any circumstances be entitled to hold office as a Management Committee Member. Clause 44 in Table A shall not apply to the Company.

(e) Clause 83 in Table A should be read and construed as if the words "of any class of shares or" were omitted therefrom.

(f) No Member shall be appointed to the Management Committee unless:-

(i) he is recommended by the Management Committee; or

(ii) not less than thirty nor more than sixty clear days before the date appointed for the Meeting, notice executed by a Member qualified to vote at the Meeting has been given to the Club Secretary of the intention to propose that person for appointment or reappointment, stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Club's Register of Management Committee Members together with a notice executed by that person of his willingness to be appointed or reappointed and provided that the proposer appears at the Annual General Meeting to confirm such nomination

(failing which conditions the nomination shall lapse).

(g) Not less than twenty one or more than sixty days before the date appointed for holding an Annual General Meeting, notice should be given to all who are entitled to receive notice of the Meeting of any person (other than a Management Committee Member retiring at the Meeting) who is recommended by the Management Committee for appointment or reappointment as a Management Committee Member at the Meeting or in respect of whom notice has been duly given to the Club Secretary of the intention to propose him at the Meeting for appointment or reappointment as a Management Committee Member. The notice shall give particulars of that person which if he were so appointed or reappointed be required to be included in the Club's Register of Management Committee Members.

25. Subject as aforesaid the Club may by Ordinary Resolution appoint a person who is willing to act to be a Management Committee Member either to fill a vacancy or as an additional Management Committee Member.

26. The Management Committee may appoint a person who is willing to act to be a Management Committee Member either to fill a vacancy or as an

additional Management Committee Member provided that the appointment does not cause a number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Management Committee Members. The Management Committee Member so appointed shall hold office only until the next following Annual General Meeting when he shall retire. If not reappointed at such Annual General Meeting, he shall vacate office at the conclusion thereof.

27. Subject as aforesaid a Management Committee Member who retires at an Annual General Meeting may, if willing to act, be reappointed. If he is not reappointed he shall remain in office until the Meeting appoints someone in his place, or if it does not do so, until the end of the Meeting.

28. The Club President shall be a non-executive member of the Management Committee and once elected the appointment will be for a maximum of 5 years only, save that after such 5 year period the retiring President may be re-elected (and not subject to annual election pursuant to Clause 24(c)). Should, for any reason, the appointment become vacant (such as by the resignation or death), the post will be filled by election at General Meeting. The President will act as chairman at General Meetings unless he delegates such role or is absent when such role will be taken by the Club Chairman and Clause 42 of Table A shall be modified accordingly.

29. Where Members of the Management Committee are elected to the following designated positions their duties and functions for the Management Committee shall include the following. Where an official is not elected to any of the specified posts the responsibilities shall be borne by the Management Committee:-

(i) Club Chairman:

to take the chair at all management Committee Meetings. If he is not able to preside within 30 minutes after the time appointed for the Meeting or is unwilling to act, the Management Committee Members present may appoint one of their number to act as his deputy.

(ii) Club Secretary:

(a) act as chief executive officer of the Club and as secretary of the Management Committee and Club Secretary in any General Meeting;

(b) to compile minutes of such Meetings and maintain the Minute Books in good order and safe keeping and perform such other duties as may be provided in the Articles of Association or byelaws;

(c) to fulfil the duties of Company Secretary as required under the Act;

(d) to maintain current copies of the Memorandum and Articles of Association and byelaws which shall be available to any Club Member;

(e) take subscriptions and give receipts therefor; to mail membership cards and such other documents or papers to Members;

(f) maintain records of the Club Membership and pass updated details to other Club Officers as may be required;

(g) be responsible generally for all matters relating to membership of the Club and to perform such other duties as may be laid down in the Articles of Association or byelaws.

(iii) Club Treasurer:

(a) to act as the financial controller of the Club and to maintain full and proper records of all income and expenditure and such other information as may be necessary to make such information available to the Management Committee and to prepare annually a financial statement and balance sheet;

(b) maintain a full and proper record of all Club assets and liabilities. He shall be informed by any Member having custody of any assets of the Club of their nature, location and value and any changes which may occur to such assets;

(c) have charge of the Club bank accounts into which shall be paid all Club entrance fees, subscriptions and Club income from any other source and have general authority to make payments from Club Funds of a nominal and/or recurring nature as may be determined by the Management Committee without any special permission being obtained;

(d) act as financial advisor of the Management Committee and perform such other duties as may be provided in the Articles of Association or byelaws.

(iv) Other Club Officers:

Duties of these Officers are or will be described separately under byelaws.

30. The Management Committee may, in its absolute discretion appoint not more than six further Management Committee Members at any time to fill vacancies or for specific special purposes.

HONORARY VICE PRESIDENTS

31. (a) A Member may by Ordinary Resolution of the Club at General Meeting be appointed as a Vice President subject to

(i) being nominated by the Club Secretary or by any Member by notice in writing to the Club Secretary at least 30 days prior to an Annual General Meeting. The nomination shall be accompanied by a notice in writing signed by the nominated Member confirming his willingness to be elected; and

(ii) the Club Secretary or proposer appears in person at the Annual General Meeting to confirm such nomination.

(Failing such conditions the nomination shall lapse).

The proposal of a Member for this office should only be made on the grounds of his significant or outstanding contribution to the furtherance

of the objects of the Club. The nominating member will be required to present at the Annual General Meeting evidence in support of the nomination.

(b) Not less than twenty one days before the date appointed for the holding of an Annual General Meeting notice shall be given to all who are entitled to receive notice of the Meeting of the name of the nominee and nominating Member.

(c) Not more than six Vice-Presidents may be elected each year at the Annual General Meeting. These offices are purely honorary and non-executive. The appointments are subject to re-election each year.

32. The Management Committee shall meet as often as found necessary for the efficient conduct of the Club's affairs, four members present in person to form a quorum. All matters will be decided by a show of hands with each Management Committee Member having one vote. In the event of deadlock the Chairman shall have an additional casting vote which he may exercise.

33. The Management Committee may delegate all or any of its powers to sub-committees of the Club, providing that at least one member of each sub-committee is a member of the Management Committee.

BORROWING POWERS

34. The management Committee may exercise all the powers of the Club to borrow money without limited as to the amount and upon such terms and in such manner as they think fit and to grant any mortgage, charge or standard security over is undertaking and property or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Club or any third party.

ALTERNATE MEMBERS OF MANAGEMENT COMMITTEE

35. (a) No person who is not a Member of the Club shall be capable of being appointed as an alternate Management Committee Member. Clause 65 in Table A shall be modified accordingly.

(b) Except at the discretion of the Management Committee no alternate Management Committee Member shall be entitled to receive any remuneration from the Club and the first sentence of Clause 66 in Table A shall be modified accordingly.

(c) A Management Committee Member, or any other Member approved by resolution of the Management Committee Members and willing to act, may act as an alternate Management Committee Member to represent more than one Management Committee Member, and an alternate Management Committee Member shall be entitled at any meeting of the Management Committee or Committee of the Management Committee to one vote for every Management Committee Member whom he represents in addition to his own vote (if any) as a Management Committee Member but he shall count as only one for the purpose of determining whether a quorum is present.

DISQUALIFICATION OF MANAGEMENT COMMITTEE MEMBERS

36. The office of Management Committee Member shall be vacated if he ceases to be a member of the Club and Clause 81 in Table A should be modified accordingly.

GRATUITIES AND EXPENSES AND HONORARIA

37. (a) The Management Committee may exercise the powers of the Club conferred by Clause 3(j) of the Memorandum of Association and a Management Committee Member shall be entitled to retain any benefits received by him or her by reason of the exercise of such powers.
- (b) Clause 87 in Table A shall not apply to the Club.
- (c) The Management Committee may at its discretion award an annual Honorarium to any Member.

PROCEEDINGS OF THE MANAGEMENT COMMITTEE

38. (a) A Management Committee Member may vote at any meeting of the Management Committee or of any Committee of the Management Committee on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, and kind of interest whatsoever, and if he shall so vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculation of the quorum present at the meeting.
- (b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Club.

MINUTES

39. Clause 100 in Table A shall be read and construed as if the words "of the holders of any class of shares in the Company" were omitted therefrom.

THE SEAL

40. If the Club has a Seal it shall only be used with the authority of the Management Committee or a Committee of a Management Committee. The Management Committee may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined is shall be signed by a Management Committee Member and by the Secretary or by a Second Management Committee Member. Clause 101 in Table A shall not apply to the Club.

NOTICES

41. Clause 112 in Table A shall be read and construed as if the second sentence were omitted therefrom.
42. Clause 113 in Table A shall be read and construed as if the words "or of the holders of any class of shares in the Company" were omitted therefrom.

INDEMNITY

43. (a) Every Management Committee Member or other Club Officer or Auditor of the Club shall be indemnified out of the assets of the Club against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise relating thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court,

and no Management Committee Member or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Club in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as the provisions are not avoided by Section 310 of the Act.

(b) The Management Committee shall have power to purchase and maintain for any Management Committee Member, officer or Auditor of the Club insurance against any such liability as is referred to in Section 310(1) of the Act.

(c) Clause 118 in Table A shall not apply to the Club.

RULES AND BYELAWS

44. The Management Committee may, from time to time, make such rules and byelaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Club and for the purposes of prescribing the classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such rules or byelaws regulate:-

(i) the admission and classification of Members to the Club and the rights and privileges of such Members, and the conditions of membership and the terms on which the Members may resign or have their membership terminated and the entrance fees, subscription and other fees, charges, contributions or payments to be made by the Members;

(ii) the conduct of the Members of the Club in relation to one another, and to the Club, servants or agents;

(iii) the procedure at General Meetings and Meetings of the Management Committee and Committees of the Management Committee in so far as such procedure is not regulated by these Articles.

The Club in General Meeting shall have power to alter or repeal the rules or byelaws and to make additions thereto and the Members of the Management Committee shall adopt such means as they deem sufficient to bring to the notice of Members of the Club all such rules and byelaws which so long as they shall be in force shall be binding on all Members of the Club. Provided nevertheless that no rule or byelaw shall be inconsistent with or shall affect or repeal anything contained in the Memorandum or Articles of Association of the Club.

45. All records of the Club, correspondence, entry forms, lists of competitors or other documents and records related to Club events shall remain the property of the Club and responsibility for the safekeeping of such records shall lie with the Management Committee or such Club Officer responsible for particular records or events. The Management Committee shall always be entitled to request sight of or copies of such records and such records shall only be disposed of as directed by the Management Committee.

46. If the Club shall be wound up, whether voluntarily or otherwise the liquidator may with the sanction of an Extraordinary Resolution:

(a) divide among the Members in specie or kind any part of the assets of the Club and may with like sanction vest any part of the assets of the Club in trustees upon such trusts for the benefit of the contributories or any of them as the liquidator with the like sanction thinks fit.

(b) deliver any surplus assets of the Club to the Management Committee holding office when the Resolution was passed for disposal by a sub committee composed of not more than six members of the said Management Committee together with such representatives of the Club membership as may be nominated by the said sub committee in order to represent the wishes of the Members.

VARIATION OF ARTICLES

47. Unless otherwise provided for herein the Articles of Association may only be added to, amended or cancelled by a Special Resolution of the Club.